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 SATICOY BAY, LLC

8
 9 UNITED STATES DISTRICT COURT
 10 DISTRICT OF NEVADA

11 ***

12 FEDERAL HOUSING FINANCE AGENCY,)
 in its capacity as Conservator of Federal)
 National Mortgage Association and Federal)
 13 Home Loan Mortgage Corporation; FEDERAL)
 NATIONAL MORTGAGE ASSOCIATION;)
 14 and FEDERAL HOME LOAN MORTGAGE)
 CORPORATION,)
 15)
 Plaintiffs,)
 16)
 vs.)
 17)
 SATICOY BAY, LLC,)
 18)
 Defendant.)
 19 _____)

Case No. 2:16-cv-02242-JAD-BNW

20 **ANSWER**

21 COMES NOW, Defendant, SATICOY BAY, LLC, by and through its attorneys, ROGER
 22 P. CROTEAU & ASSOCIATES, LTD., and hereby answers Plaintiffs' Complaint as follows:

23 **I. INTRODUCTION**

- 24 1. Answering Paragraph 1 of Plaintiffs' Complaint, Defendant neither admits nor denies the
 25 allegations therein and instead avers that the allegations of the Complaint speak for
 26 themselves.
- 27 2. Answering Paragraph 2 of Plaintiffs' Complaint, Defendant neither admits nor denies the
 28

1 allegations therein and instead avers that the provisions of HERA and specifically 12
2 U.S.C. §4617(j)(3) speak for themselves.

3 3. Answering Paragraph 3 of Plaintiffs' Complaint, Defendant admits the allegations
4 therein.

5 4. Answering Paragraph 4 of Plaintiffs' Complaint, Defendant is without sufficient
6 information to either admit or deny the allegations therein. On this basis, Defendant
7 denies said allegations in their entirety.

8 5. Answering Paragraph 5 of Plaintiffs' Complaint, Defendant is without sufficient
9 information to either admit or deny the allegations therein. On this basis, Defendant
10 denies said allegations in their entirety.

11 6. Answering Paragraph 6 of Plaintiffs' Complaint, Defendant is without sufficient
12 information to either admit or deny the allegations therein. On this basis, Defendant
13 denies said allegations in their entirety.

14 7. Answering Paragraph 7 of Plaintiffs' Complaint, Defendant admits that the Ninth Circuit
15 Court of Appeals incorrectly interpreted Nevada law in the matter of *Bourne Valley*,
16 thereby determining NRS 116.3116 to be facially unconstitutional. This decision has
17 since been reversed. On this basis, Defendant denies the remaining allegations therein in
18 their entirety.

19 **II. DEFINITIONS**

20 8. Answering Paragraph 8 of Plaintiffs' Complaint, Defendant neither admits nor denies the
21 allegations therein as said allegations not require a response.

22 9. Answering Paragraph 9 of Plaintiffs' Complaint, Defendant neither admits nor denies the
23 allegations therein as said allegations not require a response.

24 10. Answering Paragraph 10 of Plaintiffs' Complaint, Defendant neither admits nor denies
25 the allegations therein as said allegations not require a response.

26 11. Answering Paragraph 11 of Plaintiffs' Complaint, Defendant neither admits nor denies
27 the allegations therein as said allegations not require a response.

28 12. Answering Paragraph 12 of Plaintiffs' Complaint, Defendant neither admits nor denies

the allegations therein as said allegations not require a response.

III. PARTIES

13. Answering Paragraph 13 of Plaintiffs' Complaint, Defendant is without sufficient information to either admit or deny the allegations therein. On this basis, Defendant denies said allegations in their entirety.

14. Answering Paragraph 14 of Plaintiffs' Complaint, Defendant is without sufficient information to either admit or deny the allegations therein. On this basis, Defendant denies said allegations in their entirety.

15. Answering Paragraph 15 of Plaintiffs' Complaint, Defendant is without sufficient information to either admit or deny the allegations therein. On this basis, Defendant denies said allegations in their entirety.

16. Answering Paragraph 16 of Plaintiffs' Complaint, Defendant is without sufficient information to either admit or deny the allegations therein. On this basis, Defendant denies said allegations in their entirety.

17. Answering Paragraph 17 of Plaintiffs' Complaint, Defendant is without sufficient information to either admit or deny the allegations therein. On this basis, Defendant denies said allegations in their entirety.

18. Answering Paragraph 18 of Plaintiffs' Complaint, Defendant is without sufficient information to either admit or deny the allegations therein. On this basis, Defendant denies said allegations in their entirety.

19. Answering Paragraph 19 of Plaintiffs' Complaint, Defendant admits that Saticoy Bay is a Nevada domestic limited liability company. Defendant further avers that Saticoy Bay is a series limited liability company as authorized by NRS 86.296 with numerous series operating under it and that each series separately owning and holding real property pursuant to Nevada law must be sued in its own name pursuant to NRS 86.296(2)(c).

IV. JURISDICTION AND VENUE

20. Answering Paragraph 20 of Plaintiffs' Complaint, Defendant neither admits nor denies the allegations therein and instead aver that the allegations of the Complaint speak for

1 themselves.

2 21. Answering Paragraph 21 of Plaintiffs' Complaint, Defendant neither admits nor denies
3 the allegations therein as said allegations constitute conclusions of law.

4 22. Answering Paragraph 22 of Plaintiffs' Complaint, Defendant neither admits nor denies
5 the allegations therein as said allegations constitute conclusions of law.

6 23. Answering Paragraph 23 of Plaintiffs' Complaint, Defendant denies that none of the
7 property at issue herein is the subject of Nevada state court litigation. Saticoy Bay further
8 avers that this Court lacks jurisdiction over that real property that is owned by any series
9 that has not been individually sued herein as required by NRS 86.296(2)(c).

10 24. Answering Paragraph 24 of Plaintiffs' Complaint, Defendant neither admits nor denies
11 the allegations therein as said allegations constitute conclusions of law. Saticoy Bay
12 further avers that this Court lacks jurisdiction over any of its series that have not been
13 individually sued herein as required by NRS 86.296(2)(c).

14 **V. THE CONTROVERSY AND PLAINTIFFS' STANDING**

15 25. Answering Paragraph 25 of Plaintiffs' Complaint, Defendant admits that the Units listed
16 in the Complaint were the subject of HOA Foreclosure Sales. Defendant is without
17 sufficient information to either admit or deny the remaining allegations therein. On this
18 basis, Defendant denies said allegations in their entirety.

19 26. Answering Paragraph 26 of Plaintiffs' Complaint, Defendant admits that Saticoy Bay or
20 an individual series operating under Saticoy Bay is the record owner of the Units
21 identified in the Complaint. Saticoy Bay further avers that this Court lacks jurisdiction
22 over that real property that is owned by any series that has not been individually sued
23 herein as required by NRS 86.296(2)(c).

24 27. Answering Paragraph 27 of Plaintiffs' Complaint, Defendant is without sufficient
25 information to either admit or deny whether Fannie Mae or Freddie Mac purchased the
26 subject loan. On this basis, Defendant denies said allegation in its entirety. Defendant
27 admits that the subject property was ultimately transferred to Saticoy Bay or a series
28 operating thereunder. Defendant admits the remaining allegations therein upon

1 information and belief.

2 28. Answering Paragraph 28 of Plaintiffs' Complaint, Defendant is without sufficient
3 information to either admit or deny whether Fannie Mae or Freddie Mac purchased the
4 subject loan. On this basis, Defendant denies said allegation in its entirety. Defendant
5 admits that the subject property was ultimately transferred to Saticoy Bay or a series
6 operating thereunder. Defendant admits the remaining allegations therein upon
7 information and belief.

8 29. Answering Paragraph 29 of Plaintiffs' Complaint, Defendant is without sufficient
9 information to either admit or deny whether Fannie Mae or Freddie Mac purchased the
10 subject loan. On this basis, Defendant denies said allegation in its entirety. Defendant
11 admits that the subject property was ultimately transferred to Saticoy Bay or a series
12 operating thereunder. Defendant admits the remaining allegations therein upon
13 information and belief.

14 30. Answering Paragraph 30 of Plaintiffs' Complaint, Defendant is without sufficient
15 information to either admit or deny whether Fannie Mae or Freddie Mac purchased the
16 subject loan. On this basis, Defendant denies said allegation in its entirety. Defendant
17 admits that the subject property was ultimately transferred to Saticoy Bay or a series
18 operating thereunder. Defendant admits the remaining allegations therein upon
19 information and belief.

20 31. Answering Paragraph 31 of Plaintiffs' Complaint, Defendant is without sufficient
21 information to either admit or deny whether Fannie Mae or Freddie Mac purchased the
22 subject loan. On this basis, Defendant denies said allegation in its entirety. Defendant
23 admits that the subject property was ultimately transferred to Saticoy Bay or a series
24 operating thereunder. Defendant admits the remaining allegations therein upon
25 information and belief.

26 32. Answering Paragraph 32 of Plaintiffs' Complaint, Defendant is without sufficient
27 information to either admit or deny whether Fannie Mae or Freddie Mac purchased the
28 subject loan. On this basis, Defendant denies said allegation in its entirety. Defendant

1 admits that the subject property was ultimately transferred to Saticoy Bay or a series
2 operating thereunder. Defendant admits the remaining allegations therein upon
3 information and belief.

4 33. Answering Paragraph 33 of Plaintiffs' Complaint, Defendant is without sufficient
5 information to either admit or deny whether Fannie Mae or Freddie Mac purchased the
6 subject loan. On this basis, Defendant denies said allegation in its entirety. Defendant
7 admits that the subject property was ultimately transferred to Saticoy Bay or a series
8 operating thereunder. Defendant admits the remaining allegations therein upon
9 information and belief.

10 34. Answering Paragraph 34 of Plaintiffs' Complaint, Defendant is without sufficient
11 information to either admit or deny whether Fannie Mae or Freddie Mac purchased the
12 subject loan. On this basis, Defendant denies said allegation in its entirety. Defendant
13 admits that the subject property was ultimately transferred to Saticoy Bay or a series
14 operating thereunder. Defendant admits the remaining allegations therein upon
15 information and belief.

16 35. Answering Paragraph 35 of Plaintiffs' Complaint, Defendant is without sufficient
17 information to either admit or deny whether Fannie Mae or Freddie Mac purchased the
18 subject loan. On this basis, Defendant denies said allegation in its entirety. Defendant
19 admits that the subject property was ultimately transferred to Saticoy Bay or a series
20 operating thereunder. Defendant admits the remaining allegations therein upon
21 information and belief.

22 36. Answering Paragraph 36 of Plaintiffs' Complaint, Defendant is without sufficient
23 information to either admit or deny whether Fannie Mae or Freddie Mac purchased the
24 subject loan. On this basis, Defendant denies said allegation in its entirety. Defendant
25 admits that the subject property was ultimately transferred to Saticoy Bay or a series
26 operating thereunder. Defendant admits the remaining allegations therein upon
27 information and belief.

28 37. Answering Paragraph 37 of Plaintiffs' Complaint, Defendant is without sufficient

1 information to either admit or deny whether Fannie Mae or Freddie Mac purchased the
2 subject loan. On this basis, Defendant denies said allegation in its entirety. Defendant
3 admits that the subject property was ultimately transferred to Saticoy Bay or a series
4 operating thereunder. Defendant admits the remaining allegations therein upon
5 information and belief.

6 38. Answering Paragraph 38 of Plaintiffs' Complaint, Defendant is without sufficient
7 information to either admit or deny whether Fannie Mae or Freddie Mac purchased the
8 subject loan. On this basis, Defendant denies said allegation in its entirety. Defendant
9 admits that the subject property was ultimately transferred to Saticoy Bay or a series
10 operating thereunder. Defendant admits the remaining allegations therein upon
11 information and belief.

12 39. Answering Paragraph 39 of Plaintiffs' Complaint, Defendant is without sufficient
13 information to either admit or deny whether Fannie Mae or Freddie Mac purchased the
14 subject loan. On this basis, Defendant denies said allegation in its entirety. Defendant
15 admits that the subject property was ultimately transferred to Saticoy Bay or a series
16 operating thereunder. Defendant admits the remaining allegations therein upon
17 information and belief.

18 40. Answering Paragraph 40 of Plaintiffs' Complaint, Defendant is without sufficient
19 information to either admit or deny whether Fannie Mae or Freddie Mac purchased the
20 subject loan. On this basis, Defendant denies said allegation in its entirety. Defendant
21 admits that the subject property was ultimately transferred to Saticoy Bay or a series
22 operating thereunder. Defendant admits the remaining allegations therein upon
23 information and belief.

24 41. Answering Paragraph 41 of Plaintiffs' Complaint, Defendant is without sufficient
25 information to either admit or deny whether Fannie Mae or Freddie Mac purchased the
26 subject loan. On this basis, Defendant denies said allegation in its entirety. Defendant
27 admits that the subject property was ultimately transferred to Saticoy Bay or a series
28 operating thereunder. Defendant admits the remaining allegations therein upon

1 information and belief.

2 42. Answering Paragraph 42 of Plaintiffs' Complaint, Defendant is without sufficient
3 information to either admit or deny whether Fannie Mae or Freddie Mac purchased the
4 subject loan. On this basis, Defendant denies said allegation in its entirety. Defendant
5 admits that the subject property was ultimately transferred to Saticoy Bay or a series
6 operating thereunder. Defendant admits the remaining allegations therein upon
7 information and belief.

8 43. Answering Paragraph 43 of Plaintiffs' Complaint, Defendant is without sufficient
9 information to either admit or deny whether Fannie Mae or Freddie Mac purchased the
10 subject loan. On this basis, Defendant denies said allegation in its entirety. Defendant
11 admits that the subject property was ultimately transferred to Saticoy Bay or a series
12 operating thereunder. Defendant admits the remaining allegations therein upon
13 information and belief.

14 44. Answering Paragraph 44 of Plaintiffs' Complaint, Defendant is without sufficient
15 information to either admit or deny whether Fannie Mae or Freddie Mac purchased the
16 subject loan. On this basis, Defendant denies said allegation in its entirety. Defendant
17 admits that the subject property was ultimately transferred to Saticoy Bay or a series
18 operating thereunder. Defendant admits the remaining allegations therein upon
19 information and belief.

20 45. Answering Paragraph 45 of Plaintiffs' Complaint, Defendant is without sufficient
21 information to either admit or deny whether Fannie Mae or Freddie Mac purchased the
22 subject loan. On this basis, Defendant denies said allegation in its entirety. Defendant
23 admits that the subject property was ultimately transferred to Saticoy Bay or a series
24 operating thereunder. Defendant admits the remaining allegations therein upon
25 information and belief.

26 46. Answering Paragraph 46 of Plaintiffs' Complaint, Defendant is without sufficient
27 information to either admit or deny whether Fannie Mae or Freddie Mac purchased the
28 subject loan. On this basis, Defendant denies said allegation in its entirety. Defendant

1 admits that the subject property was ultimately transferred to Saticoy Bay or a series
2 operating thereunder. Defendant admits the remaining allegations therein upon
3 information and belief.

4 47. Answering Paragraph 47 of Plaintiffs' Complaint, Defendant is without sufficient
5 information to either admit or deny whether Fannie Mae or Freddie Mac purchased the
6 subject loan. On this basis, Defendant denies said allegation in its entirety. Defendant
7 admits that the subject property was ultimately transferred to Saticoy Bay or a series
8 operating thereunder. Defendant admits the remaining allegations therein upon
9 information and belief.

10 48. Answering Paragraph 48 of Plaintiffs' Complaint, Defendant is without sufficient
11 information to either admit or deny whether Fannie Mae or Freddie Mac purchased the
12 subject loan. On this basis, Defendant denies said allegation in its entirety. Defendant
13 admits that the subject property was ultimately transferred to Saticoy Bay or a series
14 operating thereunder. Defendant admits the remaining allegations therein upon
15 information and belief.

16 49. Answering Paragraph 49 of Plaintiffs' Complaint, Defendant is without sufficient
17 information to either admit or deny whether Fannie Mae or Freddie Mac purchased the
18 subject loan. On this basis, Defendant denies said allegation in its entirety. Defendant
19 admits that the subject property was ultimately transferred to Saticoy Bay or a series
20 operating thereunder. Defendant admits the remaining allegations therein upon
21 information and belief.

22 50. Answering Paragraph 50 of Plaintiffs' Complaint, Defendant is without sufficient
23 information to either admit or deny whether Fannie Mae or Freddie Mac purchased the
24 subject loan. On this basis, Defendant denies said allegation in its entirety. Defendant
25 admits that the subject property was ultimately transferred to Saticoy Bay or a series
26 operating thereunder. Defendant admits the remaining allegations therein upon
27 information and belief.

28 51. Answering Paragraph 51 of Plaintiffs' Complaint, Defendant is without sufficient

1 information to either admit or deny whether Fannie Mae or Freddie Mac purchased the
2 subject loan. On this basis, Defendant denies said allegation in its entirety. Defendant
3 admits that the subject property was ultimately transferred to Saticoy Bay or a series
4 operating thereunder. Defendant admits the remaining allegations therein upon
5 information and belief.

6 52. Answering Paragraph 52 of Plaintiffs' Complaint, Defendant is without sufficient
7 information to either admit or deny whether Fannie Mae or Freddie Mac purchased the
8 subject loan. On this basis, Defendant denies said allegation in its entirety. Defendant
9 admits that the subject property was ultimately transferred to Saticoy Bay or a series
10 operating thereunder. Defendant admits the remaining allegations therein upon
11 information and belief.

12 53. Answering Paragraph 53 of Plaintiffs' Complaint, Defendant is without sufficient
13 information to either admit or deny whether Fannie Mae or Freddie Mac purchased the
14 subject loan. On this basis, Defendant denies said allegation in its entirety. Defendant
15 admits that the subject property was ultimately transferred to Saticoy Bay or a series
16 operating thereunder. Defendant admits the remaining allegations therein upon
17 information and belief.

18 54. Answering Paragraph 54 of Plaintiffs' Complaint, Defendant is without sufficient
19 information to either admit or deny whether Fannie Mae or Freddie Mac purchased the
20 subject loan. On this basis, Defendant denies said allegation in its entirety. Defendant
21 admits that the subject property was ultimately transferred to Saticoy Bay or a series
22 operating thereunder. Defendant admits the remaining allegations therein upon
23 information and belief.

24 55. Answering Paragraph 55 of Plaintiffs' Complaint, Defendant is without sufficient
25 information to either admit or deny whether Fannie Mae or Freddie Mac purchased the
26 subject loan. On this basis, Defendant denies said allegation in its entirety. Defendant
27 admits that the subject property was ultimately transferred to Saticoy Bay or a series
28 operating thereunder. Defendant admits the remaining allegations therein upon

1 information and belief.

2 56. Answering Paragraph 56 of Plaintiffs' Complaint, Defendant is without sufficient
3 information to either admit or deny whether Fannie Mae or Freddie Mac purchased the
4 subject loan. On this basis, Defendant denies said allegation in its entirety. Defendant
5 admits that the subject property was ultimately transferred to Saticoy Bay or a series
6 operating thereunder. Defendant admits the remaining allegations therein upon
7 information and belief.

8 57. Answering Paragraph 57 of Plaintiffs' Complaint, Defendant is without sufficient
9 information to either admit or deny whether Fannie Mae or Freddie Mac purchased the
10 subject loan. On this basis, Defendant denies said allegation in its entirety. Defendant
11 admits that the subject property was ultimately transferred to Saticoy Bay or a series
12 operating thereunder. Defendant admits the remaining allegations therein upon
13 information and belief.

14 58. Answering Paragraph 58 of Plaintiffs' Complaint, Defendant is without sufficient
15 information to either admit or deny whether Fannie Mae or Freddie Mac purchased the
16 subject loan. On this basis, Defendant denies said allegation in its entirety. Defendant
17 admits that the subject property was ultimately transferred to Saticoy Bay or a series
18 operating thereunder. Defendant admits the remaining allegations therein upon
19 information and belief.

20 59. Answering Paragraph 59 of Plaintiffs' Complaint, Defendant is without sufficient
21 information to either admit or deny whether Fannie Mae or Freddie Mac purchased the
22 subject loan. On this basis, Defendant denies said allegation in its entirety. Defendant
23 admits that the subject property was ultimately transferred to Saticoy Bay or a series
24 operating thereunder. Defendant admits the remaining allegations therein upon
25 information and belief.

26 60. Answering Paragraph 60 of Plaintiffs' Complaint, Defendant is without sufficient
27 information to either admit or deny whether Fannie Mae or Freddie Mac purchased the
28 subject loan. On this basis, Defendant denies said allegation in its entirety. Defendant

1 admits that the subject property was ultimately transferred to Saticoy Bay or a series
2 operating thereunder. Defendant admits the remaining allegations therein upon
3 information and belief.

4 61. Answering Paragraph 61 of Plaintiffs' Complaint, Defendant is without sufficient
5 information to either admit or deny whether Fannie Mae or Freddie Mac purchased the
6 subject loan. On this basis, Defendant denies said allegation in its entirety. Defendant
7 admits that the subject property was ultimately transferred to Saticoy Bay or a series
8 operating thereunder. Defendant admits the remaining allegations therein upon
9 information and belief.

10 62. Answering Paragraph 62 of Plaintiffs' Complaint, Defendant is without sufficient
11 information to either admit or deny whether Fannie Mae or Freddie Mac purchased the
12 subject loan. On this basis, Defendant denies said allegation in its entirety. Defendant
13 admits that the subject property was ultimately transferred to Saticoy Bay or a series
14 operating thereunder. Defendant admits the remaining allegations therein upon
15 information and belief.

16 63. Answering Paragraph 63 of Plaintiffs' Complaint, Defendant is without sufficient
17 information to either admit or deny whether Fannie Mae or Freddie Mac purchased the
18 subject loan. On this basis, Defendant denies said allegation in its entirety. Defendant
19 admits that the subject property was ultimately transferred to Saticoy Bay or a series
20 operating thereunder. Defendant admits the remaining allegations therein upon
21 information and belief.

22 64. Answering Paragraph 64 of Plaintiffs' Complaint, Defendant is without sufficient
23 information to either admit or deny the allegations therein. On this basis, Defendant
24 denies said allegation in its entirety.

25 65. Answering Paragraph 64 of Plaintiffs' Complaint, Defendant is without sufficient
26 information to either admit or deny the allegations therein. On this basis, Defendant
27 denies said allegation in its entirety.

VI. CLAIMS FOR RELIEF

FIRST CAUSE OF ACTION

(Declaratory Relief)

66. Answering Paragraph 66 of Plaintiffs' Complaint, Defendant repeats, realleges, and incorporates by reference herein, its Answers to Paragraphs 1 through 65 above, as though said paragraphs were fully set forth herein.

67. Answering Paragraph 67 of Plaintiffs' Complaint, Defendant admits the allegations therein subject to the jurisdictional matters discussed herein.

68. Answering Paragraph 68 of Plaintiffs' Complaint, Defendant is without sufficient information to either admit or deny the allegations therein. On this basis, Defendant denies said allegations in their entirety.

69. Answering Paragraph 69 of Plaintiffs' Complaint, Defendant is without sufficient information to either admit or deny the allegations therein. On this basis, Defendant denies said allegations in their entirety.

70. Answering Paragraph 70 of Plaintiffs' Complaint, Defendant is without sufficient information to either admit or deny the allegations therein. On this basis, Defendant denies said allegations in their entirety.

71. Answering Paragraph 71 of Plaintiffs' Complaint, Defendant is without sufficient information to either admit or deny the allegations therein. On this basis, Defendant denies said allegations in their entirety.

72. Answering Paragraph 72 of Plaintiffs' Complaint, Defendant is without sufficient information to either admit or deny the allegations therein. On this basis, Defendant denies said allegations in their entirety.

73. Answering Paragraph 73 of Plaintiffs' Complaint, Defendant is without sufficient information to either admit or deny the allegations therein. On this basis, Defendant denies said allegations in their entirety.

74. Answering Paragraph 74 of Plaintiffs' Complaint, Defendant is without sufficient information to either admit or deny the allegations therein. On this basis, Defendant

denies said allegations in their entirety.

75. Answering Paragraph 75 of Plaintiffs' Complaint, Defendant is without sufficient information to either admit or deny the allegations therein. On this basis, Defendant denies said allegations in their entirety.

76. Answering Paragraph 76 of Plaintiffs' Complaint, Defendant denies the allegations therein.

77. Answering Paragraph 77 of Plaintiffs' Complaint, Defendant is without sufficient information to either admit or deny the allegations therein. On this basis, Defendant denies said allegations in their entirety.

78. Answering Paragraph 78 of Plaintiffs' Complaint, Defendant denies the allegations therein.

SECOND CAUSE OF ACTION

(Quiet Title)

79. Answering Paragraph 79 of Plaintiffs' Complaint, Defendant repeats, realleges, and incorporates by reference herein, its Answers to Paragraphs 1 through 78 above, as though said paragraphs were fully set forth herein.

80. Answering Paragraph 80 of Plaintiffs' Complaint, Defendant admits the allegations therein subject to the jurisdictional matters discussed herein.

81. Answering Paragraph 81 of Plaintiffs' Complaint, Defendant admits that Saticoy Bay or its individual series claim to own the real property at issue herein. Saticoy Bay and/or its individual series further dispute whether or not 12 USC §4617(j)(3) is applicable to the various property.

82. Answering Paragraph 82 of Plaintiffs' Complaint, Defendant is without sufficient information to either admit or deny the allegations therein. On this basis, Defendant denies said allegations in their entirety.

83. Answering Paragraph 83 of Plaintiffs' Complaint, Defendant is without sufficient information to either admit or deny the allegations therein. On this basis, Defendant denies said allegations in their entirety.

1 84. Answering Paragraph 84 of Plaintiffs' Complaint, Defendant denies the allegations
2 therein.

3 85. Answering Paragraph 85 of Plaintiffs' Complaint, Defendant is without sufficient
4 information to either admit or deny the allegations therein. On this basis, Defendant
5 denies said allegations in their entirety.

6 86. Answering Paragraph 86 of Plaintiffs' Complaint, Defendant is without sufficient
7 information to either admit or deny the allegations therein. On this basis, Defendant
8 denies said allegations in their entirety.

9 87. Answering Paragraph 87 of Plaintiffs' Complaint, Defendant denies the allegations
10 therein.

11 **AFFIRMATIVE DEFENSES**

12 **FIRST AFFIRMATIVE DEFENSE**

13 Defendant states that the allegations contained in the Complaint fail to state a cause of
14 action against this answering party upon which relief can be granted.

15 **SECOND AFFIRMATIVE DEFENSE**

16 Plaintiffs failed to mitigate their damages, if any, the existence of which is expressly
17 denied.

18 **THIRD AFFIRMATIVE DEFENSE**

19 The Plaintiffs' claims are barred as a result of the failure to satisfy conditions precedent.

20 **FOURTH AFFIRMATIVE DEFENSE**

21 The Plaintiffs' claims have been waived by the acts and conduct of the Plaintiffs and,
22 therefore, Plaintiffs are estopped from asserting their claims against this answering party.

23 **FIFTH AFFIRMATIVE DEFENSE**

24 The Plaintiffs' claims are barred by the Doctrine of Laches.

25 **SIXTH AFFIRMATIVE DEFENSE**

26 The damages which are alleged to have been incurred by the Plaintiffs, if any, are the
27 direct result, in whole or in part, of acts or omissions of the Plaintiffs and/or their authorized
28 agents and representatives, and this answering party is not responsible for any such damages.

SEVENTH AFFIRMATIVE DEFENSE

The damages which are alleged to have been incurred by the Plaintiffs, if any, are the direct result, in whole or in part, of acts or omissions of third parties over whom this answering party and/or its authorized agents and representatives have no control, and this answering party is not responsible for any such damages.

EIGHTH AFFIRMATIVE DEFENSE

The Plaintiffs' claims are barred by the applicable statutes of limitations.

NINTH AFFIRMATIVE DEFENSE

Defendant is a bona fide purchasers for value.

TENTH AFFIRMATIVE DEFENSE

Any security interests that the Plaintiffs once possessed were extinguished as a matter of law at the time of the association foreclosure sale.

ELEVENTH AFFIRMATIVE DEFENSE

To the extent that the Plaintiffs have paid any sum of money to the applicable County Treasurer or otherwise in relation to the subject real properties, recovery of the same is barred by the Voluntary Payment Doctrine.

TWELFTH AFFIRMATIVE DEFENSE

Upon information and belief, Fannie Mae and/or Freddie Mac did not own the subject security interests on the dates of the applicable HOA Foreclosure Sales and 12 U.S.C. §4617 is therefore inapplicable.

THIRTEENTH AFFIRMATIVE DEFENSE

12 U.S.C. §4617 is unconstitutional and therefore unenforceable.

FOURTEENTH AFFIRMATIVE DEFENSE

The Plaintiffs failed to property record and/or perfect their claimed security interests.

FIFTEENTH AFFIRMATIVE DEFENSE

The Plaintiffs' claims are barred at least with respect to a number of the real properties at issue herein as a result of their failure to name indispensable parties and real parties in interest.

SIXTEENTH AFFIRMATIVE DEFENSE

Defendant hereby incorporates by reference those affirmative defenses enumerated in Rule 8 of the Federal Rules of Civil Procedure as if fully set forth herein. In the event further investigation or discovery reveals the applicability of any such defenses, Defendant reserves the right to seek leave of Court to amend its Answer to specifically assert the same. Such defenses are herein incorporated by reference for the specific purpose of not waiving the same.

SEVENTEENTH AFFIRMATIVE DEFENSE

Pursuant to Federal Rule of Civil Procedure 11, all possible affirmative defenses may not have been raised herein as sufficient facts were not available after reasonable inquiry upon the filing of this Answer, and therefore, this answering Defendant reserves the right to amend its answer to allege additional affirmative defenses if subsequent investigation so warrants.

WHEREFORE, Defendant prays for judgment as follows:

- A. That Plaintiffs take nothing by virtue of their Complaint;
- B. For reasonable attorneys' fees and costs;
- C. For such other and further relief as this Court may deem meet and proper.

DATED this 5th day of July, 2019.

ROGER P. CROTEAU & ASSOCIATES, LTD.

/s/ Timothy E. Rhoda
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Attorney for Defendant
SATICOY BAY, LLC

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this 5th day of July, 2019, I served via the United States District Court CM/ECF electronic filing system, the foregoing **ANSWER** to the following parties:

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/s/ Timothy E. Rhoda
An employee of ROGER P. CROTEAU &
ASSOCIATES, LTD.